

STEPTOE & JOHNSON

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WASHINGTON, D. C. 20036

ROBERT J. CORBER  
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INTERSTATE COMMERCE COMMISSION

October 11, 1988

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INTERSTATE COMMERCE COMMISSION

Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Room 2215  
Washington, D.C. 20423

Dear Ms. McGee:

Enclosed for filing and recordation pursuant to the provisions of 49 U.S.C. §11303 are the original and one copy of the documents hereinafter described. They relate to the railroad equipment identified below.

1. Lease Agreement dated as of August 1, 1987 by and between Brae Transportation, Inc., as lessor, and Illinois Central Gulf Railroad, as lessee.

2. Indemnification and Amendment Agreement for Rail Covered Hopper Cars, dated August 1, 1987 between Brae Transportation, Inc. and Illinois Central Gulf Railroad, amending the Lease Agreement identified in 1. above.

The equipment subject to these agreements consists of 14 rail covered hopper cars bearing the marks BRAX 16127, 16172, 16175, 16204, 16211, 16229, 16232, 16288, 16339, 16493, 16436, 260252, 260314.

The names and addresses of the parties to the documents are as follows:

Lessor: Brae Transportation, Inc.  
One Hundred Sixty Spear St.  
San Francisco, CA 94105

Lessee: Illinois Central Gulf Railroad  
233 N. Michigan Ave.  
Chicago, Illinois 60601-5799

Please file and record the documents previously enumerated and index them under the names set forth above. Since the documents relate to the same transaction, it is requested that all be assigned the same recordation number with consecutive

Ms. Noreta McGee  
October 11, 1988  
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letter designation for each document after the first listed above.

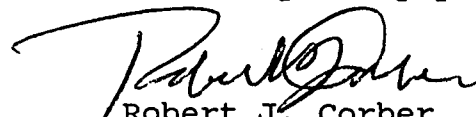
A fee of \$26.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the person presenting this letter.

A short summary of each document to appear in the index follows:

1. Lease Agreement dated as of August 1, 1987 between Brae Transportation, Inc. and Illinois Central Gulf Railroad, covering rail covered hopper cars marked BRAX 16127, 16172, 16175, 16204, 16211, 16229, 16232, 16288, 16339, 16493, 16436, 260252, 260314.

2. Indemnification and Amendment Agreement dated as of May 19, 1988 between Brae Transportation, Inc. and Illinois Central Gulf Railroad, covering cars in primary document.

Very truly yours,



Robert J. Corber  
Attorney for Brae  
Transportation, Inc.

Enclosures as stated

Illinois Central Railroad  
233 North Michigan Avenue  
Chicago, Illinois 60601-5799



312. 819 7703

Gerald G. Hester  
Vice President  
Transportation

May 19, 1988



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RECORDATION NO. 1988 1208

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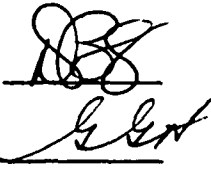
INTERSTATE COMMERCE COMMISSION

Mr. Dennis A. Daniels  
Regional Manager  
BRAE Corporation  
333 West Wacker Drive  
Suite 700  
Chicago, IL 60606

Dear Mr. Daniels:

  
  
In reference to the Agreement of Railway Covered Hopper Cars dated August 1, 1987 (the "Agreement"), by and between Illinois Central Gulf Railroad (now Illinois Central Railroad, the "Lessee") and BRAE Transportation, Inc. ("Car Company") concerning thirty-seven (37) covered hopper cars of 100-ton and 4,750<sup>①</sup> cubic foot capacity, Lessee and Car Company agree that said Agreement is hereby amended as follows:

- (1) The term of the Agreement shall continue in full force and effect until November 30, 1989.
- (2) Lessee shall compensate Car Company for the use of the cars while on the lines of Lessee, as follows:
  - (a.) \$0.875 per hour and \$0.00 per mile, not to exceed an aggregate of \$315.00 per car per month, for the period from August 1, 1987 to May 31, 1988. Partial months shall be paid at the rate of \$10.50 per car per each day of the partial month.
  - (b.) \$1.17 per hour and \$0.00 per mile, not to exceed an aggregate of \$420.00 per car per month, for the period from June 1, 1988 to November 30, 1989. <sup>②</sup> Partial months shall be paid at the rate of \$14.00 per car per each day of the partial month.
- (3) All other terms and conditions of the Agreement shall remain in full force and effect.

  
<sup>①</sup> , 4700, or 4650

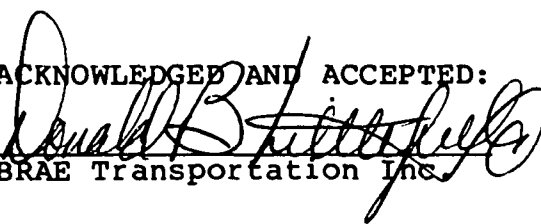
<sup>②</sup> with respect to the cars identified in Section I of Equipment Schedule With respect to the cars identified in Section II of Equipment Schedule such compensation shall commence to accrue with respect to each car on date such Car is removed from storage and returned to service on Lessee railroad line and shall continue until July 1, 1989. Lessee guarantee that the thirty-seven cars, except for cars in service for partial month will be on the lines of the Lessee no less than 359 hours per car per month during the term of the Agreement.

Mr. Dennis A. Daniels  
May 19, 1988  
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This letter, when signed by Illinois Central Railroad and executed by BRAE Transportation, Inc., shall constitute an Amendment to the Agreement. Please evidence your concurrence by returning one copy of this letter signed by an officer of your company to Ms. Yildiz Ozyurt, Manager Equipment Planning, Illinois Central Railroad, 233 North Michigan Avenue, Chicago, IL 60601.

Sincerely,



ACKNOWLEDGED AND ACCEPTED:  
  
BRAE Transportation Inc.

## EQUIPMENT SCHEDULE B

BRAE Transportation, Inc. ("Car Company") hereby leases the following covered hopper cars to the Illinois Central Railroad, formerly the Illinois Central Gulf Railroad ("Lessee") pursuant to that certain Agreement of Railway Covered Hopper Cars dated August 1, 1987, as amended (the "Agreement"):

<u>Number of Cars</u>	<u>Description</u>	<u>A.A.R. Designation</u>	<u>Car Numbers</u>	
I. 23	100-ton, 4650, 4700, or 4750 cubic feet capacity covered hopper cars	LO	BRAX 10212 10281 260126 260150 260197 260213 260216 260219 260235 260280 260449 260457	BRAX 260461 260471 260508 260510 260520 260524 260525 260531 260537 260539 260541
II. 14	100-ton, 4650 or 4750 cubic feet capacity covered hopper cars	LO	BRAX 16127 16172 16174 16175 16204 16211 16229	BRAX 16232 16288 16339 16436 16493 260252 260314

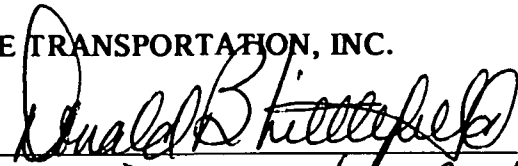
Car Company and Lessee hereby agree that this Equipment Schedule B shall supersede Equipment Schedule A and such Equipment Schedule A shall become null and void as of May 31, 1988.

Car Company and Lessee hereby incorporate by reference all of the terms, conditions and provisions of the Agreement in this Schedule.

IN WITNESS WHEREOF, the parties have executed this Schedule as of the 13<sup>th</sup> day of JULY, 1988.

BRAE TRANSPORTATION, INC.

By



Printed Name

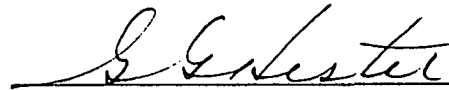
Donald B. Littlefield

Title

President - Rail Division

ILLINOIS CENTRAL RAILROAD

By



Printed Name

G.G. HESTER

Title VICE PRESIDENT TRANSPORTATION

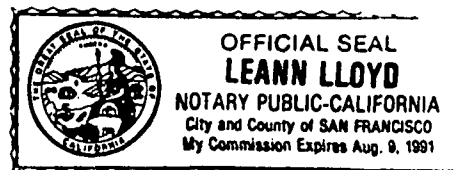
STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF SAN FRANCISCO        )

On this 25<sup>th</sup> day of July, 1988, before me personally appeared DONALD B. LITTLEFIELD, to me personally known, who being by me duly sworn says that such person is President Rail Division of BRAE Transportation, Inc. and that the foregoing Amendment and Equipment Schedule B were signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instruments were the free acts and deeds of such corporation.

[seal]

  
Notary Public

My commission expires: 8/9/91



STATE OF                                        )  
  ) ss.  
COUNTY OF                                )

On this 13<sup>th</sup> day of JULY, 1988, before me personally appeared G. G. HESTER, to me personally known, who being by me duly sworn says that such person is VICE PRESIDENT TRANSPORTATION of Illinois Central Railroad and that the foregoing Amendment and Equipment Schedule B were signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instruments were the free acts and deeds of such corporation.

[seal]

  
Notary Public

My commission expires: 8-23-88